

SURPLUS REAL ESTATE

FOR SALE

Sale No. GSA-R-1498

**FORMER ALPHA LAUNCH
CONTROL FACILITY,
ELLSWORTH AFB,
PENNINGTON COUNTY,
SOUTH DAKOTA**

WRITTEN AUCTION SALE

**AUCTION BEGINS
OCTOBER 1, 2002**

U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division
819 Taylor Street, Suite 11A09
Fort Worth, Texas 76102-6103
800-833-4317 or 817-978-4246
<http://propertydisposal.gsa.gov/property/>

Important Notice

Sealed Bids Must be Submitted to:

U.S. General Services Administration
Real Property Disposal Division (7PR)
819 Taylor Street, Room 11A09
Fort Worth, TX 76102-6103

Bids are opened daily
when received
starting October 1, 2002

Type of Sale

The method of sale used here can be best described as a written auction. Some call it a candle sale or sale by candle. It is much like an oral auction except that instead of voice bids, written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your bid by mail and increase your bid by either mail or fax from your home or office. Bidding will take place over a couple of weeks or until sold. You can find out when new offers come in and what the high bid is by calling a 24 hour recorded message. When no bids have been received on the property for a period of time and the high bid is acceptable to General Services Administration, then the high bid will be accepted and the property sold. If you wait to bid, it may be too late.

Notice of when bidding will be closed is given on the recorded message. You need to pay close attention to the recording.

If you wish to hand deliver a bid, enter the Fritz G. Lanham Federal Building, main entrance. Use the telephone in the lobby to call our off at 978-2331, and you will be directed to the appropriate location. After the initial offer with bid deposit has been submitted, any increases may be transmitted by **fax 817-978-2063** following the guidelines in Special Terms of Sale.

Results of Each Day's Bid Opening

Anyone wanting to know the dollar amount of the current high bid can find out by calling the recorded message at 800-833-4317. Information on whether or not the property has been sold or when bidding is going to close is also available on the recording 24 hours a day.

Telephone Inquiry

If after reading this Invitation for Bids you have any questions about this property, contact **Linda M. Perry** at the Real Property Disposal Office in For Worth at 817-978-4246, or email at linda.perry@gsa.gov.

Important Notice

- Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.
- GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.
- Bids for Real Property Purchase will be received continuously until sold at the GSA Real Property Disposal Division office in Fort Worth, Texas.
- Bids must be made on the Bid Forms contained in this Invitation for Bids.
- All bids must include a bid deposit as described in the Instructions to Bidders.
- The following information must appear in the lower left hand corner of the bid envelope.

SALE #	GSA-R-1498
SALE DATE	Written Auction
SALE OFFICE	7PR

See the property on the Internet at: <http://propertydisposal.gsa.gov>

SALE OF GOVERNMENT REAL PROPERTY

SALE NO. GSA-R-1498

Former Alpha Launch Control Facility, Ellsworth AFB,
Pennington County, South Dakota

INVITATION FOR BIDS

Bids for the purchase of the Government owned property described in the Schedule portion of this Invitation for Bids will be received continuously by the General Services Administration for Sale Number GSA-R-1498, at the General Services Administration Real Property Disposal Division Conference Room, 11A09 of the Fritz Lanham Federal Building located at 819 Taylor Street, Fort Worth, Texas 76102-6103. As used therein "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

BIDS SHOULD BE SUBMITTED TO:

GENERAL SERVICES ADMINISTRATION
REAL PROPERTY DISPOSAL DIVISION – 7PR
819 TAYLOR STREET, ROOM 11A09
FORT WORTH, TEXAS 76102-6103

The property can be viewed and inspected on Open House dates printed in this IFB or as announced on GSA's web site at **<http://propertydisposal.gsa.gov>**. For information call **Linda M. Perry** at **817-978-4246** or write to Real Property Disposal Division, (7PR), General Services Administration (GSA), 819 Taylor Street, Fort Worth, TX 76102. **E-Mail Address** is **linda.perry@gsa.gov**

This Invitation for Bids is issued subject to, and bids submitted must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Schedule portion thereon, and (1) the Instructions to Bidders; (2) the General Terms of Sale; (3) the Special Terms of Sale, Invitation No. GSA-R-1498; and (4) the provisions of Bid Form and Acceptance, all of which are attached to this Invitation for Bids and by this reference made a part thereof.

SCHEDULE

1. Location and Description:

Former Minuteman II Intercontinental Ballistic Missile Launch Control Facility Alpha 1 is located approximately 75.5 miles northeast of Ellsworth AFB or 28.25 miles north of Quinn, South Dakota; the site is located in Pennington County.

Launch Control Facility is located on approximately 6.12 acres consisting of 2 buildings totaling 6,037 square feet and a 6 foot high fence surrounding the property. The age of the buildings are approximately 39 years old. Structure type is Class D Equipment Buildings. They are single story and have been vacant for approximately 5 years. There are no operating sanitary facilities or potable water facilities on site. Electric power is available. See attached Specific Use Restrictions and Covenants Affecting the Property.

2. Inspection of the Property:

There will be an open house on Tuesday, September 24th 2002 from 9:00am till 1:00pm when the interior spaces may be observed and inspected. There is no electrical power at the site, so bring flash light(s) for best observation of dimly lighted areas. Mr. Richard Kauk, Ellsworth AFB will be on site. His telephone number is 605-385-2672. If you cannot view this property on September 24th, please call him and he may arrange one additional showing of the property if there are enough participants to warrant an additional inspection. Property is located 75.5 miles Northeast of Ellsworth AFB or 28.25 miles North of Quinn, South Dakota. Please call Mr. Kauk for driving instructions.

3. Legal Description: Fee Simple

Lot A of the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) of Section Three (3), Township Four (4) North, Range Seventeen (17) East of the Black Hills Meridian, Pennington County, South Dakota (SD), containing 4.27 acres, more or less, as shown on that certain plat filed in the office of the Register of Deeds of said County in Book 3 of Plats, page 273, and more particularly described as commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Said Section 3; thence South 45°43'26" East for a distance of 542.37 feet to the point of beginning of said tract of land to be described; thence South 70°00'00" East for a distance of 75.00 feet; thence North 20°00'00" East for a distance of 275.00 feet; thence South 70°00'00" East for a distance of 220.00 feet; thence South 20°00'00" West for a distance of 220.00 feet; thence North 70°00'00" West for a distance of 20.00 feet; then South 20°00'00" West for a distance of 515.00 feet; thence North 70°00'00" West for a distance of 275.00 feet; thence North 20°00'00" East for a distance of 460.00 feet; to the point of beginning and appurtenances thereto.

A tract of land situated in the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) of Section Three (3), Township Four (4) North, Range Seventeen (17) East of the Black Hills Meridian, Pennington County, SD, containing 1.17 acres, more or less, being more particularly described as commencing at the Northwest Corner of the Northeast Quarter

of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 3; thence South $45^{\circ}43'26''$ East, 542.37 feet to the point of beginning of said tract of land to be described; thence South $70^{\circ}00'00''$ East, 75.00 feet; thence North $20^{\circ}00'00''$ East, 275.00 feet; thence North $70^{\circ}00'00''$ West 185.00 feet; thence South $20^{\circ}00'00''$ West, 275.00 feet; thence South $70^{\circ}00'00''$ East, 110.00 feet; to the point of beginning and appurtenances thereto.

A tract of land situated in the Southeast Quarter (SE $\frac{1}{4}$) of Section Three (3), Township Four (4) North, Range Seventeen (17) East of the Black Hills Meridian, Pennington County, South Dakota, containing 0.68 of an acre, more or less, being more particularly described as commencing at the Northwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3; thence South $45^{\circ}43'26''$ East, 542.37 feet; thence South $20^{\circ}00'00''$ West, 128.00 feet; thence North $70^{\circ}00'00''$ West, 47.00 feet; thence along a curve to the left, having a radius of 250.00 feet for an arc length of 195.40 feet; thence South $65^{\circ}13'01''$ West, 65.00 feet to the point of beginning of said tract of land to be described; thence North $65^{\circ}13'01''$ East, 175.00 feet; thence North $24^{\circ}46'59''$ West, 170.00 feet; thence South $65^{\circ}13'01''$ West 175.00 feet; thence South $24^{\circ}46'59''$ East, 170.00 feet to the point of beginning and appurtenances thereto.

Together with two easements described as follows and as to the following described land:

Tract FA-100E-1 – Access road, utility lines, and water pipeline easement.

A strip of land situated in the Southeast Quarter of Section 3, Township 4 North, Range 17 East of the Black Hills Meridian, Pennington County, SD, lying 50.00 feet on each side of the following described centerline:

Commencing at the northeast corner of said Section 3, thence South $45^{\circ}43'26''$ East for a distance of 542.37 feet, thence South $20^{\circ}00'00''$ West for a distance of 128.00 feet to the point of beginning of said centerline to be described, thence North $70^{\circ}00'00''$ West for a distance of 47.00 feet, thence Northwesterly along a curve to the left, having a radius of 250.00 feet; a total central angle of $44^{\circ}46'59''$ and a total arc length of 195.40 feet; then South $65^{\circ}13'01''$ West to a point on the northeasterly right-of-way line of an existing county road, and thence continuing south $65^{\circ}13'01''$ West along said centerline with a strip of land lying 75.00 feet on each side of said centerline to a point on the centerline of said county road.

This strip of land herein described contains 0.82 acres, more or less, the entire acreage of which is a perpetual and assignable easement and right-of-way to locate, construct, operate, maintain, repair and remove a roadway, overhead and/or underground utility lines and a water pipeline in, upon, over and across the herein described property, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way, reserving, however, to the grantors, their heirs, executors, administrators, successors and assigns, the right to cross over said tract, including the movement of machinery, equipment and livestock to their adjoining land.

Tract FA-100E-3 – Permanent Antenna Easement

A tract of land situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, Township 4 North, Range 17 East of the Black Hills Meridian, Pennington County, SD, more particularly described as follows: Commencing at the Northwest corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence South 45°23'26" East for a distance of 542.37 feet; thence South 20°00' West for a distance of 78.00 feet; thence North 70°00' West for a distance of 10.00 feet; thence North 40°00' West for a distance of 40.00 feet to the point of beginning; thence continuing North 40°00' West for a distance of 35.00 feet; thence South 50°00' West for a distance of 25.00 feet; thence South 40°00' East for a distance of 35.00 feet; thence North 50°00' East for a distance of 25.00 feet to the point of beginning, containing 0.02 of a acre, more or less.

A perpetual and assignable easement and right-of-way to locate, construct, operate, maintain, repair and remove an electrical communication system in, upon, under, over and across the tract of land described above, together with the right to trim, cut, fell and remove there from all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles and the right to prohibit buildings, or other structures above and below the ground, within the limits of said tract; reserving, however, to the landowner, his heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easement hereby granted; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

The fee and easement land described above is hereinafter sometimes referred to as the property.

4. Bid Price:

The asking price for this property is \$7,400.00. This is not a minimum bid, you may bid more or less. There is no minimum starting price. The Government seeks to obtain fair market value for the property and reserves the right to reject any and all bids. The appraised value or the appraisal report is not available.

5. Return of Bid Deposit:

Only the bid deposit from the highest bidder will be held after an award decision is made by GSA. All other bids and bid deposits will held until the property is awarded unless a registered bidder requests a return. In such cases, deposits will be mailed out within five (5) working days after the request.

Specific Use Restrictions and Covenants Affecting the Property

Grantee covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property hereby quitclaimed, or any part thereof, that the Property is hereby quitclaimed subject to the following use restrictions and

covenants which are covenants running with the land. **Grantee** further covenants and agrees that in the event that the Property, or any part thereof, is sold, conveyed, transferred, leased, or otherwise disposed of, the following notices, covenants, and restrictions shall be inserted in any instrument of conveyance.

The United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby quitclaimed. The United States of America and/or the State of South Dakota shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the United States of America and the State of South Dakota shall have no affirmative duty to any successor in title to this quitclaim to enforce any of the following covenants herein agreed.

(A) Except as approved in advance, in writing, by the appropriate Federal and State Environmental Regulatory Agencies, their successors or assigns, no construction, alteration, or similar activity affecting any monitoring wells, other ground water wells, any other environmental monitoring or remediation equipment, or any other facilities required by the Federal Facility Compliance Agreement (**FFCA**), on the Property is allowed.

(B) No water wells will be installed on the Property.

(C) Activities that will cause physical penetration and ground disturbance at any depth beneath the surface of the Property in or adjacent to the closed elevator shaft are prohibited.

(D) Except as approved in advance, in writing, on a case-by-case basis, by the appropriate Federal and State Environmental Regulatory Agency, their successors or assigns, activities which may cause physical penetration and ground disturbance below a depth of two feet beneath the surface of the Property is prohibited. Such prohibited activities include but are not limited to soil excavation, trenching, and installation of building foundations, footings, pilings, or supports, if such activities will extend below a depth of two feet beneath the surface of the Property.

(E) The drainage characteristics of the Property shall be maintained and shall not be disturbed, such that drainage remains away from the Property and the incidences of standing water on the Property are minimized. No alterations shall be made which prevent drainage from the Property or allow standing water to accumulate.

(F) Any future conveyance of this Property shall include notification of the existence of the FFCA and shall include notification of the right of the United States and/or the State of South Dakota to enforce each of the covenants herein as provided above.

(G) In the event the **Grantee**, its successors or assigns desires to seek the removal of the specific restrictions and covenants specified above or any portion thereof, except as set forth above, then the **Grantee**, its successors or assigns (record title owner) shall perform or complete all environmental remediation or corrective actions required by law and the applicable Federal, state and/or local regulatory

authorities to clean the Property and shall further comply with all laws, rules, regulations and ordinances pertaining thereto, including but not limited to, zoning requirements and the requirements of all applicable regulatory authorities. All costs associated with any such environmental response action activities and all costs necessary for removal, as specified herein, of the specific restrictions and covenants specified above, or any portion thereof, shall be the sole responsibility of said record title owner, and shall be performed without any payment of funds by the **Grantor**.

(H) The record title owner may be required to submit a work plan to the applicable Federal, State, and/or local regulatory authorities to perform and complete any environmental response action activities needed to seek the removal of the specific restrictions and covenants, specified above or any portion thereof. Upon approval of any such work plan, and any condition imposed therein, the record title owner will complete all environmental response action activities as may be required, if any, in accordance with applicable laws, rules, regulations, and ordinances.

(I) The record title owner may be required by the applicable Federal, State, and/or local regulatory authorities to post a completion bond or such other financial assurances in a form reasonably acceptable to the applicable Federal, State, and/or local regulatory authorities that the record title owner will complete any environmental response action activities and cleanup necessary to seek the removal of the specific restriction and covenants specified above, or any portion thereof. Upon completion of such necessary environmental response action activities, the completion bond and other financial assurances, if applicable, may be released pursuant to the rules and regulations of the applicable regulatory authority.

(J) Upon completion of any required environmental response action activities, the record title owner may be required to submit a close-out report and certification of completion to the applicable Federal, State, and/or local regulatory authorities.

(K) If the record title owner: (1) is required to comply with the procedures set forth in (G)-(J) above, and obtains from the applicable Federal, State, and/or local regulatory authorities a written certification or other evidence in a form acceptable for filing with the county clerk where the Property is located, certifying that all required environmental response action activities for the Property, or any portion(s) thereof, have been completed; or (2) is not required to comply with the procedures set forth in (G)-(J) above, and obtains a written certification from the applicable Federal, State and/or local regulatory authorities or other evidence in a form acceptable for filing with the county clerk where the Property is located certifying that no environmental response action is necessary for the Property, or any portion(s) thereof, in order to release the use restriction, then the record title owner must record the stated certification or other evidence in the office of the County Clerk where the Property is located within 90 days after the record title owner satisfies the conditions precedent to the release as set forth above, and a copy of the same will be sent to the **Grantor**.

(L) Any such environmental remediation or corrective action undertaken or completed pursuant to the provisions above shall be subject to the review and advance approval of the applicable Federal, State and/or local regulatory authorities, their successors or assigns.

(M) Upon the approval and completion of all environmental remediation or corrective action called for above, and upon the recording of the final environmental certification or evidence in a form suitable for filing with the county clerk where the Property is located, as reference above, the specific restrictions and covenants referenced, or portions thereof, as specified by the applicable Federal, State or local regulatory authority shall terminate and cease to be of any further force and affect upon the Property.

Specific Environmental Notices, Exceptions, Restriction and Covenants Affecting the Property

This Quitclaim Deed covering the Property is expressly made subject to the following environmental notices, and exceptions, restrictions and covenants affecting the Property to the extent and only to the extent the same are valid and affect the Property:

(A) Notice that the Property contains buried remnants and/or rubble that may contain asbestos-WARNING

(i) The Property may contain asbestos containing material (ACM). The condition of the ACM is varied. **Grantee**, for itself and its heirs, successors and assigns, covenants that it previously inspected the Property and all reports which have been made available to it prior to this quitclaim, as to asbestos content and any hazardous condition relating thereto. **Grantee**, for itself and its heirs, successors and assigns, is deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including any asbestos hazards or concerns.

(ii) **Grantee** covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws and regulations relating to asbestos; and that **Grantor** assumes no liability for remediation of asbestos or damages for personal injury, illness, disability, death, property damage, or loss of use, business or profits to **Grantee**, its heirs, successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos or ACM on, at or from the Property, whether **Grantee**, its successors or assigns have properly warned or failed to properly warn. **Grantee**, its successors and assigns, further agree to be responsible for any future remediation of asbestos found to be necessary on, at or from the Property, at its sole costs.

(iii) **Grantor** assumes no liability for damages for personal injury, illness, disability, death or Property damage arising from: (a) any exposure or failure to comply with any legal requirements applicable to asbestos on any portion of the Property arising prior to **Grantor's** quitclaim of such portion of the Property to **Grantee** pursuant to this Quitclaim deed, or (b) any disposal, prior to **Grantor's** quitclaim of the Property of any asbestos or ACM.

(iv) **Grantee** agrees to indemnify and hold harmless **Grantor**, its officers, agents and employees, from and against all suits, claims, demands, actions, liabilities,

judgments, costs, and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos at, on or from any portion of the Property or any future remediation or abatement of asbestos or the need therefore. **Grantee's** obligation hereunder shall apply whenever **Grantor**, or its assigns, incurs costs or liabilities for actions giving rise to liability under this section.

(B) Notice that the Property contains buried remnants and/or rubble that contain lead-based paint-WARNING

(i) **Grantee** is hereby informed and does acknowledge that all remnants and remaining below-ground structures or rubble on the Property, which were placed, constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. To the best of the **Grantor's** knowledge, except hereinafter provided in this subsection, the lead-based paint on the Property does not currently pose a threat to human health or the environment.

(ii) Available information or inspection results concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces has been made available to **Grantee** as provided in the Environmental Baseline Survey and documentation referenced above.

(iii) **Grantee**, for itself and its successors and assigns, covenants that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this deed.

(iv) **Grantee** covenants and agrees for itself, and its successors and assigns, that it shall not permit the occupancy or use of any existing buildings or structures on the Property as Residential Real Property without complying with this section and all applicable Federal, State, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, **Grantee** specifically agrees to perform, at its sole expense, the Air Force's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992)(hereinafter Title X).

(v) **Grantee**, its successors or assigns, shall after consideration of the guidelines and regulations established pursuant to Title X: (1) comply with the HUD and EPA Disclosure Rule (24 CFR 35, 40 CFR 745, Subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based hazards as determined by previous risk assessments, (2) abate lead-based paint hazards in paint, dust and bare soil in accordance with the HUD Guidelines relating to abatement, with the addition of abatement of bare soil with lead levels higher than 2000ppm, and (3) comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L).

(vi) **Grantee**, its successors or assigns, further agree to indemnify and hold harmless **Grantor**, its officers, agents and employees, from and against any and all

suits, claims, demands, or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury, illness, disability, death, property damage, or loss of use, business or profits resulting from, related to, caused by or arising out of lead-based paint or lead-based paint hazards at, on or from the Property. **Grantee's** obligation hereunder shall apply whenever **Grantor** incurs costs or liabilities for actions giving rise to liability under this Section.

(C) Notice of PCB Contamination

(i) **Grantee** is hereby informed and does acknowledge that the Property may contain Polychlorinated Biphenyls (PCBs). To the best of the **Grantor's** knowledge, except as hereinafter provided in the subsection, the PCBs on the Property do not currently pose a threat to human health or the environment.

(ii) Polychlorinated Biphenyls (PCBs) are a hazardous material. Unprotected or unregulated exposures to PCBs have been associated with certain diseases. Both the Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) regulate PCBs because of the potential hazards associated with exposure. Both OSHA and EPA have determined that such exposure increases the risk of certain diseases, which include certain cancers and which can result in disability or death.

(iii) **Grantee**, for itself and its heirs, successors and assigns, shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including any PCB hazards or concerns. No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property is or is not safe for a particular purpose.

(iv) **Grantor** assumes no liability for damages for personal injury, illness, disability, death, property damage, or loss of business, use, or profits, to the **Grantee**, or to its heirs, successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever, with PCBs on, at or from the Property which is the subject of this quitclaim, whether or not **Grantee**, its heirs, successors or assigns have properly warned or failed to properly warn. **Grantee** further agrees that in its use and occupancy of the Property any portion thereof, it will comply with all Federal, State and local laws relating to PCBs, and will comply with the use restriction specified herein.

(v) **Grantee**, its successors or assigns, shall, after consideration of the provisions of the Toxic Substances Control Act, 15 U.S.C. 2601, comply with the relevant PCB regulations published at 40 C.F.R 761, et seq., as well as proposed regulations found at 59 F.R. 62788 (Dec 6 1994), 64 F.R. 33755 (June 24, 1999), 64 F.R. 69358 (Dec. 10, 1999), 65 F.R. 18018 (April 6, 2000) and 65 F.R. 81373 (Dec. 26, 2000), to the extent they are applicable.

(D) CERCLA NOTICES, COVENANTS AND RESERVATIONS

(i) **NOTICE of Hazardous Substance Activity.** Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of site files of the United States Air Force, the United States of America gives notice that **Attachment "A"** provides the following information: (1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the Property; (2) the time such storage, release or disposal took place; and (3) a description of remedial action taken, if any.

(ii) **CERCLA Covenant.** **Grantor** warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this quitclaim. **Grantor** warrants that it shall take any additional response action found to be necessary after the date of this quitclaim regarding hazardous substances located on the Property on the date of this quitclaim.

(a) This covenant shall not apply:

(i) in any case in which **Grantee**, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this quitclaim; **OR**

(ii) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **Grantee**, its successor(s) or assign(s), or any party in possession after the date of this quitclaim that either:

(a) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this quitclaim; **OR**

(b) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this quitclaim.

(ii) In the event **Grantee**, its successor(s) or assign(s), seeks to have **Grantor** conduct or pay for any additional response action, and, as a condition precedent to **Grantor** incurring any additional cleanup obligation or related expenses, the **Grantee**, its successor(s) or assign(s), shall provide **Grantor** at least 45 days written notice of such a claim and provide credible evidence that: (a) the associated contamination existed prior to the date of this quitclaim; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **Grantee**, its successor(s) or assign(s), or any party in possession.

(iii) **ACCESS.** **Grantor** reserves for itself, **the United States Government**, and its officers, agents, employees, contractors and subcontractors, a right of access to and of entry upon all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the no cost right of access to, and use of, available utilities at reasonable costs to **Grantor**. These rights shall be exercisable

in any case in which a remedial action, response action or corrective action is found to be necessary by the applicable regulatory authority after the date of quitclaim of the Property, or in which access is necessary to carry out a remedial action, response action or corrective action on adjoining property. These actions may include but are not limited to investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out any remedial or removal actions required or necessary under applicable regulatory authorities, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities.

(iii) **Grantee** covenants and agrees for itself, its heirs, successors and assigns and every successor in interest to the Property, or part thereof, that a party occupying any of the Property shall not hinder or prevent **Grantor, the United States Government**, and its officers, agents, employees, contractors and subcontractors, in conducting any required remedial investigations, response actions or oversight activities on the Property or adjoining property.

(v) To the extent permitted by applicable law, **Grantee**, its heirs, successors and assigns, agree to indemnify, protect, defend, save and hold harmless, **Grantor**, and its employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs and expenses (including, without limitation, attorney fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the release, remedial investigations, response actions, remedial actions, corrective actions, or oversight activities concerning any hazardous substance(s) or petroleum product(s) or their derivatives, at, on, or from the Property after the date of this quitclaim in which: (1) **Grantee**, or its heirs, successors and assigns of any of the Property is a Potentially Responsible Party (PRP) with respect to the Property; or (2) any response action required or part thereof is the result of any act or failure to act of the **Grantee** or any party in possession that causes, results in or exacerbates a release of hazardous substances after the date of quitclaim.

(vi) Additional environmental information covering the Property is found in the **FEDERAL FACILITY COMPLIANCE AGREEMENT**, between **THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA)** and **THE UNITED STATES AIR FORCE** concerning **DISMANTLEMENT ACTIVITY SUPPORTING THE STRATEGIC ARMS REDUCTION TREATY AND THE SUBSEQUENT CLOSURE OF USAF MINUTEMAN II MISSILE SITES**, dated November 16, 1995, filed in the Register of Deeds Records in Pennington County, South Dakota, on October 30, 2000, as Document Number 03823, in Book 546, Pages 117 to 147, and filed in the Register of Deeds Records in Haakon County, South Dakota, on October 30, 2000, as Document Number 00-322 (hereinafter sometimes referred to as the FFCA). Environmental information, including any regulated releases of hazardous or petroleum substances, location of buried rubble, location of former underground storage tanks (USTs), and location of former sump pump outfalls concerning the Property can be found in the Environmental Baseline Survey (EBS) and other documentation on file at the State of South Dakota Department of Environment and Natural Resources (SDDENR). The Ellsworth AFB Real Estate Office (28 CES/CERR) will have a copy of the Declaration of Excess (DE) and a

copy of the Environmental Baseline Survey (EBS), Minuteman II Deactivation Site Disposals, on file for fifty (50) years after the date of recorded deed.

(E) **MISCELLANEOUS COVENANTS**

(i) Except as otherwise provided by 42 U.S.C. 9620(h)(3), **Grantee** covenants for itself, and its heirs or assigns, and every successor in interest in the Property, to abide by each of the agreements and covenants, specified herein, which are covenants running with the land. In addition, **Grantor** and its assigns shall be deemed beneficiaries of each of the specified agreements and covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby quitclaimed and shall have a right to enforce each of the agreements and covenants in any court of competent jurisdiction. Notwithstanding the foregoing, **Grantor** and its assigns shall have no affirmative duty to any successor in title to this quit claim to enforce any of the agreements and covenants provided herein

(ii) **SAVE AND EXCEPT** and there is hereby reserved unto the **UNITED STATES OF AMERICA**, and its assigns, all rights and interests which have been previously reserved to the **UNITED STATES OF AMERICA** in the Patent(s) which cover(s) the Property.

(iii) **SAVE AND EXCEPT** and there is hereby reserved unto the **UNITED STATES OF AMERICA**, and its assigns, an easement for access to the Property herein quitclaimed and to locate, construct, operate, maintain, repair, clear, upgrade, and remove wells and other structures or areas to monitor, test, investigate, assess, clean, remediate or repair the environmental condition of the Property, or any part thereof, including but not limited to the groundwater, and including but not limited to monitoring wells, pump and treat facilities, removal actions and other facilities or methods to accomplish the purposes stated herein. All materials moved or removed pursuant to any easement activity described herein shall become the property of the United States of America and shall be disposed of by the United States of America in any manner it deems suitable. The **Grantee**, its heirs, assigns, or any successor in interest to all or part of the Property herein quitclaimed, shall not interfere with or restrict access to the United States of America, its employees, contractors or agents, to any wells, structures or areas provided for herein. The United States shall have the right to take any action it deems to be appropriate to prevent any such activity that would interfere with or restrict said access, including the right to remove or gain access through fences or other improvements. The **Grantee**, for itself, its heirs, assigns and successors in interest to all or any part of the Property herein quitclaimed, shall waive and shall not be entitled to any claim for relief or damages of any nature arising from exercise of the rights provided for herein. **Grantee** further covenants and agrees that in the event that the Property, or any part thereof, is sold, conveyed, transferred, leased, or otherwise disposed of, notice of this reservation to the United States of America shall be inserted in any instrument of conveyance.

(iii) **SAVE AND EXCEPT** and there is hereby reserved unto the State of South Dakota the right of access to the Property to observe, monitor, and inspect the environmental activities described above.

(F) GENERAL EXCEPTIONS AFFECTING THE PROPERTY

Any conveyance of the Property, described in Section I, above, is to be expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the Property:

A. All existing permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.

B. All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.

C. All other existing interests reserved by any grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described, whether or not of record.

D. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject Property.

E. Existing ordinances or resolutions, special purpose district rules and regulations, including soil conservation district rules and regulations and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject Property.

F. Any unpaid taxes concerning easement tracts.

G. Patent dated February 15, 1957, recorded in Book 114, deeds, page 443, and issued subject to reservations and rights relating to deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas, and other like substances as provided by law, reserving any rights of any kind in the state of South Dakota or any of its departments, institutions, subdivisions, funds or accounts.

H. As to Tracts FA103, 104 and 100E-3, that certain right-of-way easement for communications systems to Golden West Telephone Cooperative, Inc, dated July 28, 1964, and recorded in Book 88, Miscellaneous, page 519.

SPECIAL TERMS OF SALE

1. TYPE OF SALE.

The method of sale used here can best be described as a written auction or candle sale. It is much like an oral auction except that instead of voice bids, written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your bid by mail or via computer and increase your bid by either mail, fax or from your computer on the internet from your home or office. Bidding will take place over a couple of weeks or until the property is sold. You can find out when new bids come in and what the high bids are by calling a 24- hour recorded message or from our web page at www.propertydisposal.gsa.gov

2. BIDDING IN GENERAL.

Bids will be received until a high bid is awarded. All bids are irrevocable for 60 days from the date of receipt by the Government. The bid that represents the best price to the Government will be considered for acceptance. The Government reserves the right to reject any and all bids at any time for any reason.

3. DAILY BIDDING RESULTS.

The present high bid at any time is available (24 hours a day) by viewing the auction at www.propertydisposal.gsa.gov or calling 1-800-833-4317.

4. INCREASING YOUR BID .

If you learn from the web page that your bid was not the high bid, you can submit a higher bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. The fax number (24 hours a day) for increased bids is 817-978-2063. If your bid is not accurately shown on the web page, then you must call us at 817-978-2331. By submitting your bid through our web page, you are agreeing that your Internet bid is a binding offer.

5. FIRST CALL FOR FINAL BIDS.

Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced on the web page and on the voice mail recording. On that date, if no increased bid is received by the stated time, Central, then bidding will close at the stated time and consideration will be given to selling the property to the high bidder. If an increased bid is received between those times, then bidding will be held over until the next business day on the same terms. When bidding stops, the sale will close at the stated time on the next business day.

6. FINAL BIDS AND ENDING THE SALE.

- (a) Once bidding stops and a high bid has been determined, the high bidder will be considered for award of sale and the sale will be ended. There is no guarantee that the Government will accept the high bid. The Government reserves the right to stop or discontinue the sale for any reason without award and start a new sale at any time. The Government may resolve bidding conflicts

by determining who is the high bidder and high bid and re-open bidding until bidding stops as described above. asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

7. TERMS OF PAYMENT.

Bids to purchase the property must be on an all cash basis. All deposits shall be payable in United States dollars.

8. BID DEPOSIT.

Paragraph 4 of Instructions to Bidders, requires a bid deposit to accompany each bid. The amount of such bid deposit must be at least **\$1,000**. Such bid deposit must be in the form of United States currency, a United States Postal Service money order, cashier's check, certified check or money order issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States, payable to the order of General Services Administration. Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted.

9. BALANCE OF PURCHASE PRICE.

Payment of the balance of the purchase price and required special deposit, if any, shall be effected by wire transfer of funds. Such wire transfer shall be initiated by the bidder and effectuated by the bidder having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to each successful bidder upon acceptance by the Government of such bid.

10. DESCRIPTION.

The descriptions of the property set forth in the Invitation for Bids and any other information provided with respect to said property are based on information available to the GSA sales office and are believed to be correct, by any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

11. INSPECTION.

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after opening.

12. METHOD OF AWARD.

Successful High Bidder(s) will be notified by letter that award has been made on the item(s) bid.

GENERAL TERMS OF SALE

1. TERM - "INVITATION FOR BIDS."

The term "Invitation for Bids" as used herein refers to the foregoing Invitation for Bids, and Its schedule; the Instructions to Bidders; the general terms of sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.

2. DESCRIPTIONS IN INVITATION FOR BIDS.

The descriptions of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION.

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

4. CONDITION OF PROPERTY.

The property is offered for sale and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

5. ZONING.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or Sales Agreement.

6. CONTINUING OFFERS.

Each bid received shall be deemed to be a continuing offer after the date of bid opening or auction for 60 calendar days, unless the bid is accepted or rejected by the

Government before the expiration of the 60 calendar days. If the Government desires to accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such expiration.

7. POSSESSION.

a. The successful bidder agrees to assume possession of the property within 15 calendar days of a written request given by the Government after acceptance of his/her bid. Should the successful bidder fail to take actual possession within such period, bidder shall, nonetheless be charged with constructive possession commencing at 12:01 a.m., local time at the location of the property, on the 16th calendar day after such request by the Government. The word "possession" shall mean either actual physical possession or constructive possession.

b. Although by assuming possession under a, above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of his own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-½% rounded to the nearest one-eighth percent (⅛%) as of the date of bid acceptance.

8. TAXES.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

9. RISK OF LOSS.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

10. INSURANCE.

a. In the event a bid to purchase on credit terms is accepted, the successful bidder shall procure and maintain Insurance at bidder's expense during the term credit is extended effective as of the date of

assumption of possession of the property or the date of conveyance, whichever occurs first, for the benefit of the Government in such kinds and amounts as may be required by the Government.

- b. In the event a bid to purchase for cash is accepted and possession of the property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at bidder's expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government.
- c. Fire, extended coverage, and vandalism and malicious mischief insurance shall be maintained on the real and personal property covered by the bid, and such other property insurance as required to protect the Government's Interest, and shall be in such amounts which, after taking into account the coinsurance provision, if any, of the insurance policies, will protect the unpaid indebtedness. All property insurance policies furnished in connection with credit sales shall be written in the name of the bidder, but shall name General Services Administration, as loss payee under a Standard Mortgage Clause (non-contributing) for real property and as a loss payee for personal property.
- d. Insurance required by the Government shall be in companies acceptable to the Government and shall include such terms and provisions as may be required to provide coverage satisfactory to the Government. The original insurance policies or binders of insurance for the required insurance shall be provided as of the date of closing of the sale and all insurance policies or binders shall include a thirty (30) calendar day notice of cancellation to GSA.
- e. Information concerning insurance requirements will be furnished by the Office of Real Estate Sales.

11. CONDITIONS APPLICABLE TO CREDIT SALES.

- a. In the event a bid to purchase on credit terms is authorized in the Invitation for Bids, financial data, references, and such other information as may be requested by the Government, after bid opening, shall be promptly furnished by the bidder.
- b. No bid will be considered that proposes either a down payment in an amount less than the minimum requirements as stated in the Invitation for Bids, or a greater period of time for payment than as stated in said Invitation for Bids.
- c. The Government's acceptance of any bid to purchase on credit terms may be rescinded by the Government, in the event of an adverse finding by the Government as to the bidder's financial responsibility, without liability on the part of the Government other than to return the earnest money deposit without interest.
- d. Contemporaneously with the delivery to the successful bidder of documents conveying the property purchased, the bidder shall execute and deliver to the Government:

- (1) A bond or note, in the form and substance satisfactory to the Government, evidencing bidder's obligation for payment of the balance of the purchase price; and
- (2) A purchase money mortgage, vendor's lien and mortgage, or deed of trust, in conformity with the practice of the State in which the property is located, the document in any case, however, to be in form and substance satisfactory to the Government, and in any event to include:
 - (a) A restriction against sale, lease (unless the property was offered without leasing restrictions), or other disposition of the mortgaged property or any part thereof without prior written consent of the Government;
 - (b) A requirement for provisions of insurance coverage satisfactory to the Government as to types of risks, amounts, and insurers;
 - (c) A provision that the principal obligation may be prepaid in full, or in part, at any time, without penalty;
 - (d) A provision that partial payments made in advance of the regular schedule of payments shall be applied against the principal obligation in inverse order of maturity; and
 - (e) Agreement on the part of the mortgagor to allowance of reasonable attorneys' fees and costs to the Government in the event of foreclosure, and to a deficiency judgment (where not prohibited by State law) after foreclosure sale or exercise of power of sale in the mortgage.
 - (f) Interest shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. Accrued interest shall be paid with each principal installment.

12. ANTITRUST LAWS.

The contract made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of any bid by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return the earnest money deposit without interest.

13. REVOCATION OF BID AND DEFAULT.

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance,

or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government. In which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

14. GOVERNMENT LIABILITY.

If this Invitation for Bids is accepted by the Seller and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

15. TITLE EVIDENCE.

Any title evidence which may be desired by the successful bidder will be procured by him at his sole cost and expense. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

16. TITLE

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.

17. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE.

The Government shall set a sale closing date, said date to be not later than 30 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by wire transfer, the balance of the purchase price (if a cash sale), or (if a credit sale) the successful bidder shall pay the balance of the down payment, and shall execute and deliver to the Government the instruments described in 11d, above, and furnish evidence of insurance coverage. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or

instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with 7, above.

18. DELAYED CLOSING.

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-½% rounded to the nearest one-eighth percent (⅛%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

19. DOCUMENTARY STAMPS AND COST OF RECORDING.

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All Instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

20. CONTRACT.

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

21. OFFICIALS NOT TO BENEFIT.

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

QUITCLAIM DEED

STATE OF }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF }

THAT the UNITED STATES OF AMERICA acting by and through the Administrator of General Services (hereinafter sometimes called "Grantor"), under and pursuant to authority of the Federal Property and Administrative Services Act, of 1949 (63 Stat. 377, 40 U.S.C. 471, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, for and in consideration of the sum of (SALES PRICE) Dollars (\$) duly paid by (GRANTEE'S NAME), (GRANTEE'S ADDRESS), the receipt of which is hereby acknowledged, hereby QUITCLAIMS unto the said (GRANTEE'S NAME) (hereinafter sometimes called "Grantee"), his heirs and assigns, subject to the reservations, exceptions, covenants and conditions hereinafter set forth, all of its right, title, and interest in the following described property situated in the County of (COUNTY), State of (STATE)

to wit:

(Property description, as contained in SCHEDULE, to be inserted.)

(Provisions and clauses of reservation, as set forth in SCHEDULE, to be inserted.)

This deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property

(Provisions as to exceptions to which conveyance is made, as set forth in the SCHEDULE, to be inserted)

Grantee covenants for himself, his heirs and assigns and every successor in interest to the property herein described or any part thereof that he shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the United States shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following covenants herein agreed:

(Provisions of covenants as set forth in the SCHEDULE, to be inserted)

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to said Federal Property and Administrative service Act of 1949, as amended, and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this _____ day of, _____ 20_____.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

WITNESSES:

By: GEORGE R. PROCHASKA
Real Property Disposal Division
Public Buildings Service, Region 7
General Services Administration

(Appropriate Acknowledgment to be added)

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BID FORM (Page 1 of 2)FOR PURCHASE OF GOVERNMENT REAL PROPERTY
(TO BE EXECUTED AND SUBMITTED IN DUPLICATE-Photocopies are acceptable)**Former Alpha Launch Control Facility,
Pennington County, Ellsworth AFB, SD****Initial Bid**☐**Increase Bid**☐

Check One

Sale # GSA-R-1498

The undersigned bidder(s) hereby offers and agrees, if this bid is accepted within sixty (60) calendar days after the date of bid opening, to purchase the property described in the Schedule portion of this Invitation for the bid price entered below. This offer is subject to the provisions of the Invitation for Bids including the Schedule, the Special Terms of Sale, Instructions to Bidders; General Terms of Sale (Government Property for Removal from Site); the Bid Form and Acceptance all of which are incorporated herein as part of this bid.

Bid Amount: \$ _____

Bid Deposit: \$ 1,000

Enclosed pursuant to paragraph 4 of
Instructions to Bidders is a Bid Deposit in
amount of:

Bidder Represents that (s)he operates as:
(check the appropriate box)

☐ an individual☐ an individual doing business as:☐ a partnership consisting of:☐ a trustee acting for:☐ a corporation, incorporated in the state of:

(If bidding as a corporation, the Certificate of Corporate
Bidder, on back, must be executed and submitted in
accordance with the Instructions to Bidders, Paragraph 3a.,
of this Invitation for Bids.)

Name and address of bidder (type or print)

Name: _____

Street: _____

City: _____ State: _____ Zip Code: _____

Telephone Number () _____

Signature and Date

Signer's name and title (type or print)

BID FORM (Page 2 of 2)**CERTIFICATE OF CORPORATE BIDDER**

To be completed by corporate official other than the person signing bid above

I, _____, certify that I am _____
(Secretary or other official title)

of the Corporation named as bidder herein; that _____

who signed this bid on behalf of the bidder, was then _____
(Bidder's official title i.e. President)

of the said Corporation; that said bid was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(SEAL)

Signature of Certifying Corporate Officer

DATE

ACCEPTANCE BY THE GOVERNMENT

The foregoing bid for purchase of Government owned property known as the Former Alpha Launch Control Site, Pennington County, Elsworth AFB, SD Number 7-D-SD-0521-2-A is hereby accepted by and on behalf of the United States of America acting by and through the:

Administrator of the U. S. General Services Administration

on this _____ day of _____ 2002.

Signature of Contracting Officer: _____

Name and Title of Contracting Officer: _____

